

AGREEMENT

between

**THE CLARK BOARD OF EDUCATION
OF THE TOWNSHIP OF CLARK,
UNION COUNTY, NEW JERSEY**

and

THE CLARK EDUCATION ASSOCIATION

JULY 1, 2010 to JUNE 30, 2013

TABLE OF CONTENTS

AGREEMENT	3
PREAMBLE	3
ARTICLE I - RECOGNITION	3
ARTICLE II - NEGOTIATION PROCEDURE	4
ARTICLE III - MANAGEMENT RIGHTS	5
ARTICLE IV - JUST CAUSE	6
ARTICLE V - GRIEVANCE PROCEDURE	6
ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES	12
ARTICLE VII - REPRESENTATION FEE	14
ARTICLE VIII - EMPLOYEE RIGHTS	16
ARTICLE IX - PERSONNEL FILES	17
ARTICLE X - SALARIES	18
ARTICLE XI - SICK LEAVE	19
ARTICLE XII - PERSONAL LEAVE	20
ARTICLE XIII - DEATH IN IMMEDIATE FAMILY	22
ARTICLE XIV - LEAVE OF ABSENCE WITHOUT PAY	23
ARTICLE XV – TUITION REIMBURSEMENT	25
ARTICLE XVI - PROFESSIONAL DEVELOPMENT	28
ARTICLE XVII - INSURANCE	30

ARTICLE XVIII - GROUP VARIABLE ANNUITY CONTRACT	31
ARTICLE XIX - GROUP DENTAL INSURANCE	31
ARTICLE XX - PRESCRIPTION DRUG PLAN	32
ARTICLE XXI - VISION CARE PLAN	33
ARTICLE XXII - EMPLOYMENT	33
ARTICLE XXIII - STAFF OPENINGS	34
ARTICLE XXIV - SCHOOL YEAR	34
ARTICLE XXV - ROOM PREPARATION	36
ARTICLE XXVI - TRANSFERS - VOLUNTARY	36
ARTICLE XXVII - TRANSFERS - INVOLUNTARY	36
ARTICLE XXVIII - COMPLAINTS	37
ARTICLE XXIX - EVALUATION	37
ARTICLE XXX - PLANNING TIME AND LUNCH TIME	37
ARTICLE XXXI - HOLIDAYS AND VACATIONS	41
ARTICLE XXXII - OVERTIME	43
ARTICLE XXXIII - UNIFORMS	44
ARTICLE XXXIV - NON-CERTIFIED DISCIPLINE PROCEDURE	44
ARTICLE XXXV - LAYOFF PROCEDURE	45
ARTICLE XXXVI - PRESENT POLICIES	45
ARTICLE XXXVII - TERMINATION AND EXTENSION AGREEMENT	45

AGREEMENT

This Agreement, made this 14th day of September, 2010, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF CLARK, County of Union, New Jersey, a municipal corporation, hereinafter referred to as the "Board," and the CLARK EDUCATION ASSOCIATION, hereinafter referred to as the "Association," is effective as of July 1, 2010.

PREAMBLE

It is the intent and purpose of the parties hereto to establish a basic Agreement relative to terms and conditions of employment in accordance with New Jersey Statutes Annotated Title 34:13A-1 to 13A-13, as amended, and all other applicable statutes.

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the following employees: All regularly employed, full-time and part-time certificated and non-certificated employees, including teachers, school nurses, child study team members, extra-curricular and co-curricular positions, secretarial and clerical employees (including library aides), maintenance employees, administrative assistants, computer operators, and computer technician/audio-visual technician, athletic scheduler, athletic trainer, security receptionists and office aides.

B. Excluded from the collective bargaining unit are casual employees, managerial executives, confidential employees, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, *N.J.S.A. 34:13A-1 et seq.* (the "Act"); principals, helping teacher, curriculum coordinator, directors of special services, summer

school and recreation, superintendent, business administrator, secretary to the Board of Education, maintenance foreman, District accountant, seasonal employees, temporary employees, substitutes, substitute caller, classroom aides, playground aides and lunchroom aides, subject supervisors, and all other employees of the Board.

C. Unless otherwise indicated, the term "employees," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

D. The superintendent or his/her designee will supply a copy of this Agreement to each employee within seven (7) calendar days of his/her initial employment.

E. The superintendent or his/her designee will notify the president of the Association when a new employee is hired by providing the president with a copy of the correspondence to the new employee notifying him/her of the Board approval of the appointment.

ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with New Jersey Statutes Annotated Title 34:13A-1 to 13A-13 as amended in good faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin no later than dates established by Public Employment Relations Commission (PERC).

B. If any part of this Agreement is held invalid by an agency of proper jurisdiction, the remaining portions of this Agreement will remain in effect for the remainder of the term of this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - MANAGEMENT RIGHTS

A. The Board of Education reserves to itself jurisdiction and authority over matters of policy and management functions and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with all applicable laws and regulations to:

1. control the executive management and administration of the school system and its properties and facilities;
2. hire, promote, transfer, assign and retain employees in the school District, and to suspend, demote, discharge, or take other disciplinary action against employees;
3. relieve employees from duty because of lack of work or for other legitimate reasons;
4. maintain efficiency of the school District operations entrusted to them;
5. determine the methods, means and personnel by which such operations are to be conducted;
6. establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social activities for students, as deemed necessary or advisable by the Board; and
7. take whatever actions may be necessary to carry out the responsibilities of the school District in situations of emergency.

B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the State of New Jersey or any other State Laws or Regulations as they pertain to education.

ARTICLE IV - JUST CAUSE

No employee shall be disciplined without just cause.

ARTICLE V - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate administrative staff member.

C. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

D. Any grievant(s) shall be entitled to Association representation at any level of the procedure.

E. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

F. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

1.) The failure or refusal of the Board to renew a contract of a non-tenure employee; or a non-tenured appointment of a tenured employee which arises by reason of his/her not being re-employed or re-appointed to the non-tenure position;

2.) In matters where a method of review is prescribed by law, any rule, or regulation, or by decision of the State Commissioner of Education or the State Board of Education having the force and effect of law;

3.) In matters where the Board is without authority to act;

4.) In matters prescribed by law involving the sole and unlimited discretion of the Board;

5.) In matters prescribed by law where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available under provisions of State Law.

G. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The grievant or the Association institutes action under the provisions hereof within twenty (20) working days after the grievant is made aware or should have been aware of the event giving rise to the grievance has occurred by discussing the grievance orally with his immediate director/supervisor or principal, and an earnest effort shall be made to settle the differences between grievant and the immediate superior for the purpose of resolving the matter

informally. Where the immediate superior is below the rank of principal, the principal shall be notified and shall be present at and participate in said hearing, unless the employee is not subject to the jurisdiction of any principal. Failure to act within said twenty (20) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: a. If no agreement can be reached within five (5) working days of the initial discussion with the immediate superior or no decision has been rendered by the immediate supervisor, the grievant or the Association may present the grievance in writing within ten (10) working days thereafter to the superintendent of schools or his/her designated representative. The written grievance at this step shall contain the nature of the grievance, the contractual provision alleged to have been violated, the results of the previous discussion, and the redress sought. A grievance shall only be processed if the attached form is utilized by the grievant and/or Association [Appendix A].

b. A copy of the written grievance and submission at this step shall be furnished to the principal.

c. Within ten (10) working days from the receipt of the written grievance (unless a different period is mutually agreed upon in writing), the superintendent or his/her designated representative shall hold a hearing at which all parties in interest shall have the right to be heard.

d. The superintendent or his/her designated representative shall answer the grievance in writing within ten (10) working days from the date of the hearing, and a copy of said determination shall be forwarded to the school principal, the immediate superior of the grievant and the president of the Association.

Step Three: a. If the Association or the grievant wishes to appeal the decision of the superintendent, such appeal shall be presented in writing to the Board of Education within ten (10) working days after the employed received the decision. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

b. A copy of the written grievance and submission at this step shall be furnished to the superintendent of schools, the principal, the employee, and the president of the Association.

c. When submitting the grievance at this step, the Association/grievant may, in writing, request a hearing before the Board. If such a request is made, action shall be initiated within ten (10) working days to schedule a mutually satisfactory hearing date.

d. If the Association/grievant at this step does not request a hearing, the Board may consider the appeal on the written record submitted to it, along with any other statements or written evidence supplied to the Board by any person at the Board's request, or the Board may, at its request, conduct a hearing scheduled at a mutually satisfactory date and time.

e. The Board must respond, in writing, to the grievance within thirty (30) working days from the date of the submission or the date of the hearing, if a hearing is held. Copies of the Board's decision shall be forwarded to the grievant, the Association, the superintendent and the principal.

Step Four: If the grievance is not settled through Steps One, Two and Three, the Association shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within

ten (10) working days thereafter. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

H. The arbitrator shall decide, as a preliminary question, if necessary, whether he/she has jurisdiction to hear and decide the matter in dispute.

I. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding. The decision of the arbitrator shall be issued within thirty (30) days.

J. In any case where a grievance is based upon the direct order, ruling or determination of the superintendent of schools, the aggrieved Association employee shall initiate the grievance procedure at Step Two.

K. Where three (3) or more employees having a "group grievance" work under the jurisdiction of at least two (2) building administrators/supervisors, then one (1) grievance covering all such employees shall be initiated at Step Two. The grievance shall be given to each administrator/supervisor involved, and each such administrator/supervisor shall be given a copy of the grievance or grievances when it is submitted to the superintendent of schools.

L. Where three (3) or more employees having a "group grievance" work under the jurisdiction of one (1) administrator/supervisor, then one (1) group grievance shall be initiated at Step One of the grievance procedure through the building administrator/supervisor.

M. Where a grievance is initiated at a time such that it cannot be processed in due course before school closes, either party shall have the right to request a moratorium in the grievance procedure. However, where such a moratorium has been invoked, the grievance must be reinstated by September 15th of that year, or it will be considered null and void.

N. Pending the final resolution of a grievance, the employee or employees filing a grievance shall remain under the direction of the superintendent of schools and the Board of Education.

O. Upon authorization of the superintendent of schools, the designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the Board's designated representatives on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees without loss of pay, provided the conduct of said business does not diminish the educational effectiveness of the schools. The President of the Association shall be granted release time of one half (1/2) day per month for the purpose of reviewing grievance issues with Central Administration.

P. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee is mutually scheduled by the Board and the Association to participate during working hours in negotiations or grievance procedures, he/she shall suffer no loss of pay.

B. Representatives of the Association shall be permitted, with the knowledge and reasonable consent of the principal, to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.

C. The Association shall have the exclusive right to use school buildings for meetings, provided, however, that the approval of the principal is obtained for the use of the buildings in advance which shall not be unreasonably withheld.

D. The Association shall have the right to use the school facilities and equipment, including but not limited to, typewriters, duplicating equipment, calculating machines, and all types of audio visual aids and equipment at reasonable times, when such equipment shall be subject to the prior approval of the principal in which the facilities and/or equipment is to be used. If the principal refuses to grant the permission that decision may be appealed to the Board of Education whose decision shall be final. When permission is granted, the Association shall pay for the reasonable costs of all materials and supplies incident to such use.

E. The Association shall have the right to use e-mail, the inter-school mail facilities and school mail boxes to distribute materials to members exclusively.

F. The Association shall have in each building or worksite the use of a bulletin board in lounges, dining rooms, and other appropriate areas. The Association shall also be assigned adequate space on the bulletin board in the District's central office for

Association notices. Copies of any materials posted shall be given to the building principal prior to posting.

G. At the conclusion of a general or building/system-wide faculty meeting, the Association may meet to discuss pertinent business.

H. The Board shall grant three (3) days leave per year with pay to the president or other officer of the Association in order to attend to Association business at the local, county, state or national levels. Such days may be taken singularly or in combination.

I. The superintendent shall assign the president of the Association, when practical, either (a) a duty or planning period at the end of the school day (if the president is a member of the teaching staff) or (b) a regular period of forty-five (45) minutes during the work day (if the president is a member of the support staff), in order for the president to attend to Association business.

J. Each year, the superintendent and his/her staff will provide new staff orientation programs with the aid of the Association.

K. The Association shall be provided, without cost to it, adequate space in a school to store and maintain current files of the Association.

L. Nothing contained herein shall be considered to deny or restrict any employee or the Association of the rights they may have under New Jersey School Laws, State and Federal Laws, and the Constitution of the United States.

M. In response to requests of the Association, reasonable as to time, quantity and availability, the Board agrees to furnish or make available public information as to:

1. Class size;

2. The tentative budget as submitted to the County Superintendent;
3. Superintendent's agenda for public Board meetings, as furnished to the public;
4. Board minutes including all attachments and addendums;
5. Audits;
6. A scatter gram of all unit personnel each December 15th in the last year of the contract.

N. The Administration shall consult with the president of the Association prior to advertising for a newly created position in the bargaining unit.

O. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations. The Association president or representative shall have the opportunity to address the staff at the conclusion of staff meetings.

ARTICLE VII - REPRESENTATION FEE

A. Purpose of Fee: If an employee does not become a member of the Association during any membership year (*i.e.*, from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee:

1. Notification: On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee covering the employee's period of employment on a prorata basis.

4. Mechanics: Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. The Association shall indemnify and hold the Board of Education harmless against any and all claims, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with the provisions of this Article.

ARTICLE VIII - EMPLOYEE RIGHTS

A. In accordance with existing laws, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates, for engaging in collective negotiation and for mutual aid and protection.

ARTICLE IX - PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such file is a confidential record and shall be maintained in the office of the superintendent, and may be used for evaluation purposes by the Board, superintendent and/or other administrative staff only.

B. Upon advance notice and at reasonable times, any bargaining unit member may review his/her personnel file. However, this appointment for review must be made through the superintendent or his/her designated representative. An employee shall have the right to indicate those documents and/or other materials in his/her file that he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his/her designee and, if at the sole discretion of the superintendent or his/her designee, they are determined to be obsolete or otherwise inappropriate to retain, they shall be destroyed.

C. A copy of any derogatory material pertaining to an employee's conduct, service, character or personality that shall be placed in his/her personnel file, including any letter of reprimand, shall be given to the employee. The employee shall acknowledge the receipt of such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or his/her designee and attached to the file copy.

ARTICLE X - SALARIES

A. Salary classifications for the duration of this Contract are as set forth in Schedule "A" annexed hereto and made a part hereof.

B. Paychecks shall be distributed at the close of the working day on the last working day prior to the fifteenth (15th) and the working day prior to the last working day of the month.

C. Employees who are involved in co-curricular activities shall be paid in two (2) installments. The first installment shall be paid at the midpoint of the activity/season and the second installment shall be paid at the conclusion of the activity/season. Stipends shall be paid out of payroll on receipt of a timesheet completed by the staff member and principal.

D. Tax sheltered annuity contributions shall be remitted within three (3) business days of the distribution of paychecks.

E. Employees who are required to travel between schools to perform their duties shall be reimbursed for all such travel at the mileage rate approved by the New Jersey Department of Treasure, Office of Management and Budget for each calendar year during the term of the Agreement.

F. Employees shall have an option for a direct deposit banking system at an institution of his/her choice.

G. All payments for curriculum or summer work shall be paid within forty-five (45) days of the submission of the voucher therefore.

ARTICLE XI - SICK LEAVE

A. 1. All full-time employees of the Board of Education shall receive twelve (12) days per year sick leave during each year of employment at full pay. After the tenth (10th) year of employment in the District, and then after each five (5) year period thereafter, an additional one (1) day will be added. All unused sick days shall be accumulated to a maximum of fifteen (15) days per year for use in subsequent years.

A. 2. All part-time employees shall receive ten (10) sick days per year. All unused sick days shall be accumulated for use in subsequent years.

B. An employee who has utilized all of his or her accumulated sick leave may be granted additional sick leave on an individual case-by-case basis by the Board pursuant to *N.J.S.A. 18A:30-6*.

C. 1. Any employee who retires according to the Teacher Pension and Annuity Fund or the Public Employment Retirement System shall receive fifty dollars (\$50.00) per day for each unused accumulated sick day for up to and not to exceed one hundred thirty (130) days and not to exceed a total payment of \$6,500.00. Said payment shall be made in one (1) lump sum payment.

C. 2. If an employee dies while still an employee of the Board, the employee's estate shall receive the employee's pay for accumulated sick leave entitlement and accrued vacation days as if the employee had retired pursuant to this Article.

D. The Board shall pay a two hundred fifty dollar (\$250.00) bonus to any employee who does not take a sick day during his/her contract year.

ARTICLE XII - PERSONAL LEAVE

A. All full-time, tenured ten-month staff may be granted up to three (3) days off per school year, with pay, for personal reasons, provided, however, that they make application through the building principal to the superintendent or his/her designee for such personal leave two (2) days in advance of the requested leave, unless an emergent situation makes such notice impossible. In the event that personal days are not used during a year, a maximum of two (2) of those unused days may be carried over to the succeeding year and may be allowed, with reasons stated, not to exceed an aggregate total of five (5) days in any one year, subject to the provisions set forth in paragraph (A)(ii) set forth herein.

1.) Non-tenured teaching staff members may be granted up to two (2) days off per school year, with pay, for personal reasons, provided, however, that they make application through the building principal to the superintendent or his/her designee for such personal leave two (2) days in advance of the requested leave, unless an emergent situation makes such notice impossible.

B. All 12-month employees of the Board of Education may be granted up to four (4) days off per school year, with pay, for personal reasons, provided, however, that they make application through the building principal to the superintendent or his/her designee for such personal leave two (2) days in advance of the requested leave, unless an emergent situation makes such notice impossible. In the event that personal days are not used during a year, up to two (2) of those unused days may be carried over to the succeeding year and may be allowed, with reasons stated, not to exceed an aggregate total of six (6) days in any one year, subject to the provisions set forth in paragraph (B)(i) set forth herein.

C. The absence for personal reasons can be for religious purposes and cannot be taken for the purposes of attending to personal matters that can be reasonably attended to outside the normal work day. No personal leave shall be granted immediately before, or immediately after, any vacation or holiday period, including NJEA Convention days, except for the purpose of transporting a child to and/or from college and/or attendance at a child's graduation. Nothing herein contained shall prevent the Board, at its option, when it is satisfied that an emergency exists from waiving the two (2) days notice provision hereinabove provided. "Immediate family member" for purposes of the reason for the use of a personal day includes spouse, child, stepchild, both of the employee and of the employee's spouse or civil union partner, provided that the civil union is established according to the laws of the State of New Jersey.

D. Application for personal days should be submitted as far in advance as possible to the superintendent of schools.

E. During the first five (5) days of school and the last five (5) days of school, reasons for personal leave will be given to the superintendent. Such reasons will conform to the definition of personal leave as stated in Section C of this Article.

F. In case of emergency, verbal approval may be given by the principal or superintendent, whichever is available, for a period not to exceed two (2) days. Regular channels will be used if a longer time is needed.

G. Employees shall be notified verbally or in writing within two (2) school days as to whether the requests for personal days have been denied, if the employees file for such personal days at least four (4) days prior to the taking of such days.

H. An extended leave, without pay, not to exceed one (1) year in duration, may be granted by the Board to allow an employee to care for a chronically ill member of his/her family as defined in the Family Leave Act. The Board's exercise of its legal discretion in applications under this Section is final; the decision may not be submitted to arbitration.

I. For serious illness of any relative living in the employee's immediate household, upon receipt of a doctor's certificate and approved by the superintendent, an absence may be granted, not to exceed three (3) days in any one year. If a relative lives outside the employee's immediate household, the following criteria shall apply in addition to those requirements specified above: verification by the employee as to the nature and extent of the illness, the relationship to the employee, and the need for the employee to attend to the relative.

ARTICLE XIII - DEATH IN IMMEDIATE FAMILY

All employees of the Board of Education shall receive personal days at full pay for death in the family as set forth below:

1. For death in the employee's immediate family (parent, stepparent, spouse, civil union partner, provided that the civil union is established according to the laws of the State of New Jersey, child, stepchild, brother, sister, mother-in-law, father-in-law and grandchild) -- not to exceed five (5) consecutive days in any one instance.

2. For death of the employee's grandparent, daughter-in-law, son-in-law, brother-in-law, or sister-in-law, three (3) consecutive days in any one instance.

3. For death in the employee's non-immediate family (nephew, niece, aunt, uncle, cousin) -- not to exceed the day of the funeral.

ARTICLE XIV - LEAVE OF ABSENCE WITHOUT PAY

A. Child Rearing Leave:

1. Leaves of absence for the care of an infant following natural birth or adoption shall be granted upon request to the superintendent, subject to provisions in this Agreement.

2. In all instances of pregnancy, the employee shall inform the superintendent at least two (2) months prior to the anticipated birth date whether she expects to be absent solely during the period of her disability or if she intends to take an extended leave without pay following her disability.

3. The leave of absence shall be without pay and shall commence and end at a date mutually agreed upon by the Board of Education and the applicant, taking into consideration both the interests of the employee and the students concerned.

4. A child-rearing leave shall not extend beyond one (1) official school year which begins after the close of the school year in which the leave begins.

5. In case of a non-tenured employee, the leave shall not extend beyond the contract year of employment.

6. Any employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

7. If a person does not return to work at the end of stated leave of absence following notification by the superintendent, then, such failure shall be considered a resignation. Notification shall be given by April 1st of each year, provided the employee has a one (1) year leave, except in extenuating circumstances.

B. Military Leave for Training Purposes

1. Leave for the taking of military courses and/or non-military training purposes may be granted without pay by the Board when a staff member elects of his/her own volition to take such courses or training purpose, if the same involves a loss of work or teaching time during the duty year.

2. Leave for military training purposes in accordance with Title 38:23-1 shall be granted only after the Board has been satisfied that it is not possible for the staff member to carry out his/her normal military responsibilities on non-school (non-work) time, and after representations have been made to the Armed Services to alter the time of required training duty so that it shall not conflict with school (work) duties.

C. Extended Leave of Absences

1. The Board may grant a leave of absence, without pay, for a period of up to two (2) years to any tenured teacher who joins the Peace Corps, Vista, National Teacher Corps, Teach for America, extended study or to serve as an exchange teacher. It is understood and agreed, however, that any such leave granted by the Board shall not terminate and the teacher shall not be permitted to return to his/her duties unless he/she has given notice of his/her desire to return prior to April 15th of the year preceding the start of the next school year. A tenured teacher applying for an exchange position may be granted exchange leave with pay if a collateral exchange agreement exists between the Country in which the teacher wishes to teach and the United States and further, provided, that the Country to which the teacher is assigned sends an exchange teacher to the Clark System who is paid by the Country sending said teacher to the Clark System.

2. On return from leave pursuant to paragraph 1 of this Section, with respect to placement on the salary guide only, an employee shall be considered as if he or

she were actively employed by the Board during the leave and shall be placed on the salary guide at the level he/she would have achieved if he/she had not been absent; further, the teacher shall maintain seniority status and accumulated leave that he/she had at the commencement of the leave.

D. All extensions or renewals shall be applied for in writing. If permission is granted or denied, it shall also be in written form.

ARTICLE XV – TUITION REIMBURSEMENT

Tuition reimbursement shall be suspended in its entirety (with the exception of Paragraphs G, H and I) for the life of this Agreement (2010 through 2013).

A. All full-time employees who have completed two (2) years of employment in Clark are eligible to apply for tuition reimbursement. Each employee shall be granted, during any fiscal year, up to eighteen (18) credits toward reimbursement.

B. The total amount available for tuition reimbursement in any school year shall be limited to \$75,000 in 2007-08; \$82,500 in 2008-09 and \$90,000 in 2009-10. Tuition reimbursement will be allotted as follows:

1. The total amount of reimbursement for the year will be broken down into three equal parts (one for each trimester--fall, winter/spring and summer).
2. All initial applications for reimbursement must be submitted between:

Summer – March 15th -- May 15th

Fall -- June 15th -- August 15th

Winter/Spring – October 15th -- December 15th

C. The deadline for submitting requests for reimbursement and supporting documentation (whether for application or final request) are moved to the next following business day if the day as set forth above falls on a Saturday, Sunday or holiday. Approval or disapproval of any course must be provided by the superintendent within twenty (20) days after the submission of the initial application for reimbursement by the employee.

D. 1. Each initial application shall be in the form of a letter to the superintendent and include the specific name of the course, course number at the institution of higher learning, and the number of credits. Within fifteen (15) days of the above deadlines, the total amount of credits will be tallied and the total amount of money for that semester will be allocated evenly per credit. However, reimbursement will not exceed the full amount of the course. Should any reimbursement funds still remain after the initial allocation, those funds shall be assigned on a per credit basis to those applicants who were not allotted 100% reimbursement for the full amount of their course. Once this calculation is made, the amount of reimbursement will be disclosed.

D. 2. To be eligible for reimbursement, courses must be with accredited, degree-granting institutions and receive a grade of “B” or higher for credits toward an advanced degree.

D. 3. Upon successful completion of the course, an official transcript must be provided to the Board Office according to the following timeline:

Summer	–	September 15 th
Fall	--	February 15 th
Winter/Spring	–	July 15 th

D. 4. In the event that official transcripts are not available by the deadlines contained herein, on-line grade reports, mailed reports and other indicia of completed shall be accepted by the Board to ensure reimbursement, provided that an official transcript shall be presented prior to final payment. Failure to submit paperwork on time shall result in a loss of reimbursement for that semester. If there are any funds left over for any semester, they will be carried over to the next available semester in any one fiscal year.

E. The superintendent shall furnish the Association with a summary of actual tuition reimbursements for each semester within one month of the dates above.

F. Reimbursement checks will be issued no later than sixty (60) days from the transcript due date and only with the submission of a paid receipt from the institution or cancelled check made payable to the institution.

G. All employees who receive tuition reimbursement and who voluntarily leave the Clark Schools within one (1) year of receipt of such reimbursement must repay the Board for the amount of reimbursement received within that year.

H. Tuition reimbursement shall be available for accredited Doctoral Programs or for courses that are taken "on-line" or do not require in-person attendance provided, however, that all such course work is accredited.

I. Employees who receive reimbursement for Doctoral Programs must repay the Board if they voluntarily leave the employment of the Board within two (2) years of receiving reimbursement. Repayment must be made of the amount of said reimbursement received within that two (2) year period.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT

A. Conferences, Conventions, Workshops, Grants

1. Opportunities to attend professional meetings by teachers to expand their horizons, can be given with the approval of the superintendent and the Board of Education.

2. Conditions

a. The conference shall deal within the areas of responsibility of the teacher requesting attendance at the conference. Attendance should hold promise of improving the teaching of the teacher attending.

b. Attendance at any single conference is limited to three (3) members of our teaching staff.

c. To be eligible for a Conference Grant, teachers must have obtained tenure in the District.

d. Teachers who receive a Conference Grant will submit a report to the superintendent on the convention, conference, or workshop. Provided they are given twenty (20) school days notice for preparation. Conference attendees may be asked to provide "turnkey" training to other staff members. No staff member shall be required to provide such training more than two (2) sessions per year. The Board will supply and/or provide all materials for such training.

e. Application shall be made to the superintendent of schools on the form provided for this purpose. Forms are available in all school offices. Application shall be made at least one (1) month in advance when feasible.

f. Conference expenses for which the teacher is eligible include: registration fee, travel and room as permitted in accordance with *N.J.A.C. 6A:23A-1, et seq.*

g. All conference fees shall be transmitted by Board of Education Purchase Order.

B. In-Service Workshops, Conferences, Programs

1. In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required one hundred (100) hours of continued education.

2. In-service programs shall be conducted during the in-school teacher workday and work year, if the teacher's attendance is required.

3. In-service workshops may be offered before or after the regular school day on a voluntary basis. Such In-service workshops shall count towards the 100 hour professional development requirement.

C. Trainer's Credit

Any teacher who provides in- or out-of-District training experiences for colleagues and/or community members shall receive hour-for-hour credit toward their one hundred (100) hour obligation.

D. Record Keeping

The District will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any discrepancies between the District and teacher's records should be noted within thirty (30) days of receipt of the Board records.

ARTICLE XVII - INSURANCE

A. The Board will provide full coverage, including Major Medical, for all employees who work twenty (20) hours or more per week and family dependents as set forth below:

1. Employees who were employed by the Board on June 30, 1998 shall be enrolled in the Blue Cross/Blue Shield Select Plan. (PPO)

2. Employees who were first employed by the Board on July 1, 1998 or thereafter shall be enrolled in a Health Maintenance Organization (HMO) plan. Any employee beginning their fourth (4th) full year of employment shall have the option to change from the HMO to the PPO plan at no cost to the employee.

3. In-network office visit co-payments shall be twenty dollars (\$20.00).

B. Effective July 1, 2010, all new employees shall be eligible for "Employee only" health benefits until the employee achieves tenure in the District.

C. Effective July 1, 2010, all employees shall be required to contribute 1.5% of their annual gross salary towards the cost of insurance premiums according to a Section 125 Plan to be adopted by the Board.

D. Under no circumstances may the insurance described above be reduced in any way below the coverage required by this Article.

E. This Agreement may be reopened for the sole and exclusive purpose of discussing over health benefits in the event that the cost of providing health benefits to the Association increases over 18% from any one year to the next over the life of the agreement.

F. Any employee who opts to receive a payment in lieu of health benefits shall be required to sign a health benefit payment waiver. This waiver authorizes payment for the academic year in lieu of health benefits. An employee who has opted not to receive benefits may reenter the program for good and sufficient cause. The health insurance waiver option in the amount of \$3,000.00 is to be paid in two (2) equal installments: January 15th and June 30th. An employee who has opted to receive a payment in lieu of health benefits shall be eligible to re-enroll, subject to repayment of a prorated portion of the opt-out payment prior to re-enrollment.

ARTICLE XVIII - GROUP VARIABLE ANNUITY CONTRACT

All qualified employees may elect, subject to all applicable requirements and conditions, to participate in the purchase of annuity contracts with a legal reserve life insurance company. Such group variable annuity may be purchased through authorization by an employee on application to the business administrator for deduction from his/her salary to cover the cost of such annuity.

ARTICLE XIX - GROUP DENTAL INSURANCE

A. The Board will provide full coverage of all employees who work twenty (20) hours or more per week and family dependents for a dental service group plan.

B. The Board agrees to pay the full premium rate for the individual employee and family dependents for the life of this Agreement. However, the premium rate established by the insurance carrier as of June 30, 2013 shall be the maximum rate for which the Board shall be liable for both the individual employee and for family dependents. Any increase above the established premium on June 30, 2013 shall be borne by the employee.

C. Under no circumstances may the insurance described in the dental booklet be reduced in any way below the coverage presently provided.

D. If the Board contemplates a change in insurance carriers, it shall notify the Association as soon as such change is contemplated; provide the Association with any appropriate information obtained by the Board regarding any prospective insurance carriers; and meet and confer with appropriate Association representatives regarding said contemplated change.

ARTICLE XX - PRESCRIPTION DRUG PLAN

A. The Board will provide full coverage for a prescription drug plan for all employees who work twenty (20) hours or more per week and family dependents. Prescription co-payments shall be twenty-five dollars (\$25.00) for name-brands, ten dollars (\$10.00) for generic brands, and fifteen dollars (\$15.00) for mail order prescriptions.

B. The premium rate established by the insurance carrier as of June 30, 2013 shall be the maximum rate for which the Board shall be liable for both the individual employee and family dependents. Any increase above the established premium on June 30, 2013 shall be borne by the employee.

C. Under no circumstances may the insurance described in this Article be reduced in any way below the coverage presently provided.

D. If the Board contemplates a change in insurance carriers, it shall notify the Association as soon as such change is contemplated; provide the Association with any appropriate information obtained by the Board regarding any prospective insurance

carriers; and meet and confer with appropriate Association representatives regarding said contemplated change.

E. Beginning January 12, 2005, the prescription co-payments shall be ineligible for reimbursement under the major medical portion of the health insurance plan.

ARTICLE XXI - VISION CARE PLAN

A. The Board will provide full coverage for all employees who work twenty (20) hours or more per week and family dependents for a vision care plan.

B. The premium rate established by the insurance carrier as of June 30, 2013 shall be the maximum rate for which the Board shall be liable for both the individual employee and family dependents. Any increase above the established premium on June 30, 2013, shall be borne by the employee.

C. Under no circumstances may the insurance described in this Article be reduced in any way below the coverage presently provided.

D. If the Board contemplates a change in insurance carriers, it shall notify the Association as soon as such change is contemplated; provide the Association with any appropriate information obtained by the Board regarding any prospective insurance carriers; and meet and confer with appropriate Association representatives regarding said contemplated change.

ARTICLE XXII - EMPLOYMENT

Credit on the appropriate Salary Schedule may be given for previous outside-the-District full-time appropriate working experience upon the recommendation of the

superintendent of schools and the approval of the Board of Education. Additional credit not to exceed four (4) years of equivalent years of employment credit for years of active military or naval service of the United States or of this State and credit not to exceed two (2) years for Peace Corps or Vista work may be given on initial employment.

ARTICLE XXIII - STAFF OPENINGS

A. Staff openings will be announced by the superintendent to the present staff through one of the following methods:

1. Inter-school mailings;
2. Bulletins, or;
3. Postal and electronic mailings will be sent to the Association president during the summer months and other vacation periods.
4. Employees shall be notified during the summer months via electronic mail.

B. All presently employed teachers shall be given written notice of their tentative assignment for the coming year prior to the close of the school year. It is the sole discretion of the Board to change assignments at any time.

ARTICLE XXIV - SCHOOL YEAR

A. The "in school work year" for teachers employed on a ten (10) month basis will be scheduled at one hundred eighty-four (184) days. This shall include no more than one (1) day after the last pupil day.

B. New teachers may be required to attend a maximum of three (3) additional days of orientation.

C. If emergency closing of school (such as for snow days) diminishes the school calendar, these days will be considered lost to the teachers' schedule as well. However, if the number of days closed diminishes the school calendar below one hundred eighty (180) days, then the number of days needed to raise pupil days to one hundred eighty (180) will be scheduled before July 1st of that year.

D. Elementary (K-5) parent-teacher conferences shall be scheduled as follows:

1. Day 1: Early dismissal for students, with conferences held between 1:40 and 3:40 p.m.
2. Day 2: Early dismissal for students and teaching staff, with conferences to be held between 6:00 and 8:30 p.m.
3. All K-5 teaching staff shall be present throughout all conference times. Substitute coverage shall be provided for staff members who travel between elementary schools.

E. The last three (3) days of the school year shall be on an early dismissal schedule for pupils; teachers shall work the full day.

F. All teachers shall be required to attend Back-to-School Night. On the day of Back-to-School Night, half-day school sessions shall be scheduled for students and teachers.

G. In addition to any paid chaperone duties worked, if any, all teachers shall be required to attend one (1) evening event per year, excluding all sporting events and promotional exercises, at no cost to the Board. The administration at each school will arrange for staff to select a preferred evening, subject to the administration's need to assign staff in order to assure that all evening events are properly staffed.

H. Child study team members and guidance counselors who work during the summer shall be paid at a rate of thirty-five (\$35.00) per hour worked. It is anticipated that no more than eighty (80) hours will be worked during the summer for each identified group of staff members, but the hours worked during the summer is subject to administrative discretion only.

ARTICLE XXV - ROOM PREPARATION

Each teacher shall prepare his/her classroom or place(s) of teaching before the student school year begins. Such preparation is to be complete upon the opening of school.

ARTICLE XXVI - TRANSFERS - VOLUNTARY

All staff members who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such preference with the principal and superintendent. Said statement must be filed by April 1st to be effective for the upcoming school year for positions posted prior to April 1st of that year.

ARTICLE XXVII - TRANSFERS - INVOLUNTARY

An involuntary transfer or reassignment will be accompanied by a meeting between the principal or the supervisor who made the recommendation if different from the principal and the staff member involved, at which time the reasons for the transfer and the objections of the staff member will be discussed. Such reasons and objections may be given in writing by both the staff member and the principal at the request of either party.

ARTICLE XXVIII - COMPLAINTS

A. Every effort should be made by the staff member and the parent to resolve any differences which lead to misunderstandings.

B. If a parent or student contacts the principal or the supervisor with a verbal question concerning a staff member, effort should be made to resolve the matter informally, when possible, through meetings with the staff member, the immediate superior, the principal, or the superintendent and the parent.

ARTICLE XXIX - EVALUATION

A. 1. All monitoring and observation of an employee shall be conducted openly. An employee shall be given a copy of the evaluation report prepared by the evaluator. Both employee and evaluator will sign all copies. Evaluations by the Superintendent or his/her designee will be discussed with the employee.

A. 2. The employee's signature will only indicate that he/she has seen the evaluation and has had the opportunity to make comments on the evaluation form.

ARTICLE XXX - PLANNING TIME AND LUNCH TIME

A. Each teacher's work day shall include a duty-free lunch period. At the middle school, the length of the teacher lunch period shall be forty (40) minutes. At the elementary schools, the length of the teacher lunch period shall be fifty (50) minutes. Teachers may leave the building during their duty-free lunch period, but must notify the principal's office.

B. 1. The work week shall include forty (40) minute duty-free planning periods at the average rate of one per each full day that classes are in session.

C. In addition to B (above), the work week shall include team planning periods at the average rate of one (1) per each full day that classes are in session. Said planning periods shall be forty (40) minutes in length at the middle school and twenty-five (25) minutes in length at the elementary schools. Said planning periods shall be for the purpose of:

1. Conferences with teaching staff, Child Study Team and administrators.
2. Grade level and/or department discussion meetings.
3. Conferences with parents.

These team planning periods are not meant to replace District curriculum writing positions or to perform administrative duties.

D. Any changes regarding the length of school day, planning period and lunch period will be undertaken only after negotiation between the bargaining unit of the Association and the Board.

E. The maximum teaching load at the middle school shall be six (6) classes. The maximum teaching load at the elementary schools shall be six (6) periods. Duties such as cafeteria duty or library coverage shall be considered equal to a class.

F. 1. High school teaching staff members shall teach twenty-five (25) periods per week except as provided in this Section. High school teaching staff members may be assigned an additional five (5) periods per week (the "sixth teaching assignment"), and the Board shall use best efforts to limit the number of high school teaching staff members assigned to the sixth teaching assignment to thirty-three (33) or less.

F. 2. All high school teaching staff members with a sixth teaching assignment shall receive, as compensation, an additional one-seventh ($1/7^{\text{th}}$) of their prorated salary.

G. 1. The teacher work day, which includes the student day plus required time before and after the student day, shall not exceed seven (7) hours. School nurses and librarians will also work a seven (7) hour day.

G. 2. High school teachers who volunteer to work the early morning program must sign in 15 minutes prior to class, which will start at 6:50 a.m., and shall be released at the end of period 6.

G. 3. Middle school teachers who volunteer to work the early morning program will come in one period early and be released one period early, but in no event shall their work day be less than seven (7) hours.

G. 4. Teachers, nurses and librarians shall report to their buildings no less than fifteen (15) minutes before the student day begins and shall remain at least fifteen (15) minutes after student dismissal, but this provision shall not lengthen the teacher work day beyond seven (7) hours.

H. Elementary school teachers shall not be required to remain with their students when they are being given formal instruction by the family living, computer, world language, health and enrichment or science teachers or the guidance counselor.

I. Middle school teachers shall not be required to teach more than three (3) subjects or grade levels. If a teacher is required to teach more than three (3) subjects or grade levels, he/she shall receive an additional planning period. Efforts shall be made by the Board so that special education teachers shall not be assigned more than four (4) preparations. Effective with the start of the 2010/2011 school year, each Middle School staff member shall give up one (1) planning period (of the two) for one (1) marking period (out of four marking periods per year), which shall be converted into a duty period

(to be evenly distributed among the staff). For the remaining three (3) marking periods, Middle School Staff members shall retain two (2) planning periods per week (40 min./5 days per week) in addition to a 40 minute lunch. The duty period may involve the following duties: bathroom monitor, cafeteria duty and/or hallway monitor. Any staff member having a common shared planning period will be exempt from changing the extra planning period to a duty period.

J. Any teacher required to cover a class, except in emergency situations when a teacher leaves school after the student day begins, shall be compensated at the rate of thirty-five dollars (\$35.00) per period.

K. All non-certified employees shall receive a duty-free lunch period. The length of said lunch period will be thirty (30) minutes for maintenance workers and custodians and sixty (60) minutes for secretaries and computer operators. All non-certified employees shall receive two fifteen (15) minute breaks. One break will be taken in the first half of the employee's shift, with the other break coming in the second half of the employee's shift.

L. 1. All teaching staff shall be responsible to attend up to two (2) meetings per month for an aggregate total of no more than one hundred twenty (120) minutes after the normal school day. These meetings are for departmental, team and/or grade level meetings as well as administrative meetings. These meetings shall be for a variety of purposes, including, but not limited to: preparation of lessons/instruction, sharing instructional strategies/techniques with colleagues, principal and/or supervisor, development of rubrics, assessments and lessons designed to meet yearly school-wide goals and objectives.

L. 2. The after school meetings described in Paragraph (1) of this Section shall be scheduled at least four (4) weeks in advance to allow teaching staff members to plan personal, educational and professional schedules.

M. Non-certified staff shall receive summer hours. Between the end of one school year and the beginning of the next, non-certified staff members shall receive a thirty (30) minute lunch period and shall be permitted to leave at 3:00 p.m.

N. The administration shall make best efforts to provide common planning time to regular education and special education teachers engaged in In-class resource situations.

ARTICLE XXXI - HOLIDAYS AND VACATIONS

A. The holidays recognized by the Board of Education for non-certified employees to be observed when school is not in session shall be a minimum of twelve (12) days to be taken from the following list or such other days during the school year as determined by the Board of Education:

Labor Day	Christmas Day
Columbus Day	New Year's Day
Yom Kippur	Lincoln's Birthday
General Election Day	Presidents' Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Independence Day
Martin Luther King Day	

B. One half (1/2) day - time off without loss of pay shall be granted on Christmas Eve, New Year's Eve, and Thanksgiving Eve.

C. Non-certified employees are permitted up to two (2) days to attend the NJEA Convention. These days shall not be considered paid holidays. An employee must utilize a vacation or personal day to attend an NJEA convention.

D. The following vacation table shall be used for non-certified employees:

1 to 5 years employment	- 12 vacation days
6 to 12 years employment	- 1 additional vacation day for each year
13 to 20 years employment	- 1 additional vacation day for each two (2) years
21 to 24 years employment	- 1 additional vacation day for each year
25 or more years employment	- 28 vacation days

E. Arrangement for the schedule of actual days of vacation shall be made with the superintendent, the principal, and the business administrator. Days of vacation must be used in the fiscal year, July 1st through June 30th, with the exception of five (5) days which may be automatically carried over for use in the following year.

F. If there is an emergency closing of schools due to inclement weather, secretarial staff will not be required to report to work. However, in the event of early closings/dismissals due to inclement weather or other emergencies, secretarial employees shall be required to remain at their work site until notification is received that all busses have safely completed their runs.

G. For employees with less than one (1) year service on July 1st, a vacation period based on an accrual of one (1) day for each completed month of employment will be allowed.

H. Vacation pay shall be payable in advance on the employee's last work day immediately preceding his/her vacation when such vacations are taken in blocks of time of one (1) week or longer and at least one (1) month's notice has been given.

I. The District shall be closed for one (1) week during summer recess, at a time to be determined jointly by the Association and the Board. During that week, all twelve (12) month employees shall be required to utilize a portion of their accrued vacation.

ARTICLE XXXII - OVERTIME

A. Non-certified employees who work any part of a recognized holiday or a Sunday will be paid double their regular base rate of pay for all hours worked. With respect to holidays, this will be in addition to their eight (8) hours of holiday pay at their regular base rate of pay.

B. Time and a half (1-1/2) shall be paid to any non-certified employee whose work exceeds forty (40) hours in any given week.

C. Employees who are called in for snow removal or other emergency situations shall be guaranteed at least two (2) hours pay, as long as the call-in is not contiguous with the regular work day. Such call-in work shall be paid at the rate of one and one-half (1-1/2) times the employee's base rate of pay, except as provided in A above.

D. Overtime shall be offered to full-time employees on a rotating basis before part-time employees are asked to work.

ARTICLE XXXIII - UNIFORMS

A. All maintenance personnel shall receive three (3) uniforms and one (1) pair of work shoes; the cost of the shoes shall not exceed a maximum of one hundred dollars (\$100.00) annually.

B. The Board will furnish specifications for both the shoes and the uniforms.

C. Reimbursement for uniforms and shoes, if applicable, will be made through the Board's payment of proper vouchers.

D. Employees shall maintain all uniforms and shoes at their own expense.

E. All employees shall report to work at all times in clean uniforms and safety shoes.

ARTICLE XXXIV - NON-CERTIFIED DISCIPLINE PROCEDURE

A. An initial disciplinary action taken against an employee by his/her supervisor shall be an oral warning. A record of the oral warning shall be placed in the employee's personnel file.

B. For a second disciplinary action, a formal written reprimand shall be issued to the employee with a copy placed in the employee's personnel file.

C. A third infraction given to an employee shall warrant suspension without pay pending a hearing before the superintendent for imposition of possible termination.

D. A copy of any document placed in an employee's personnel file, under this Article, shall be sent to the Association's president by means of the inter-school mail, or by regular mail during the summer with the approval of the employee.

E. Whenever an employee is required to meet with the superintendent or any of his/her designated representatives, and some form of disciplinary action is contemplated, the employee shall be so informed and shall have the right to have an Association representative present.

F. This procedure does not preclude the Board of Education from dismissing or suspending an employee without warning for serious misconduct.

ARTICLE XXXV - LAYOFF PROCEDURE

A. In the event of a non-certified reduction in force, including reductions caused by the discontinuance of a facility, the employees shall be laid off in the inverse order of seniority of the employees in the category involved.

B. Non-certified employees laid off will be recalled to work in order of seniority.

C. The Board shall maintain its reluctance to privatize maintenance services in the District.

ARTICLE XXXVI - PRESENT POLICIES

Except as this Agreement shall otherwise provide, all negotiable terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. No such negotiable terms and conditions of employment shall be modified without prior negotiations with the majority representative.

ARTICLE XXXVII - TERMINATION AND EXTENSION AGREEMENT

A. The terms of this Agreement, inclusive of salary schedules shall extend through June 30, 2013.

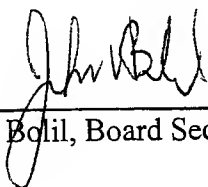
B. This Agreement shall continue in full force beyond the termination date if agreed upon in writing by both parties.

C. All staff members shall be required to sign in at the beginning of the work day and sign out at the end of the work day. Staff members shall also be required to sign-out and sign-in whenever they leave the building for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the respective Presidents, attested by their respective Secretaries and their corporate seals to be hereunto affixed, all on the day and year first above written.

(SEAL)

**CLARK BOARD OF EDUCATION
of the Township of Clark,
Union County, New Jersey**



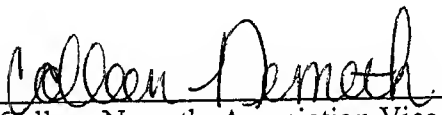
John Bolil, Board Secretary

By: 

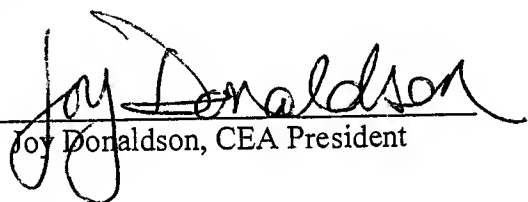
Jill Curran, Board President

(SEAL)

**CLARK EDUCATION ASSOCIATION
(CEA)**



Colleen Nemeth, Association Vice President

By: 

Joy Donaldson, CEA President

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Salary Guides 2010-2013

Steps	BA 2010-11	BA 2011-12	BA 2012-13
1	49,388	49,929	50,478
2	49,588	50,129	50,678
3	49,791	50,332	50,881
4	50,004	50,538	51,087
5	50,227	50,754	51,296
6	50,456	50,981	51,515
7	50,684	51,212	51,745
8	51,235	51,425	51,945
9	52,310	52,310	52,310
10	53,240	53,240	53,240
11	54,965	54,965	54,965
12	57,165	57,165	57,165
13	60,630	60,630	60,630
14	65,450	65,450	65,450
15	70,395	70,395	70,395
16	77,945	77,945	77,945
16A	83,468	83,468	83,468
17	89,940	90,890	91,840

Steps	MA 2010-11	MA 2011-12	MA 2012-13
1	52,184	52,767	53,358
2	52,384	52,967	53,558
3	52,587	53,170	53,761
4	52,800	53,376	53,967
5	53,019	53,592	54,177
6	53,247	53,814	54,396
7	53,675	54,046	54,621
8	54,365	54,385	54,865
9	55,385	55,385	55,385
10	56,360	56,360	56,360
11	57,930	57,930	57,930
12	59,600	59,600	59,600
13	63,030	63,030	63,030
14	68,150	68,150	68,150
15	73,595	73,595	73,595
16	82,195	82,195	82,195
16A	89,243	89,243	89,243
17	97,240	98,190	99,140

Salary Guides 2010-2013

Steps	MA+30 2010-11	MA+30 2011-12	MA+30 2012-13
1	55,275	55,904	56,543
2	55,475	56,104	56,743
3	55,678	56,307	56,946
4	55,891	56,513	57,152
5	56,109	56,729	57,361
6	56,338	56,951	57,580
7	56,725	57,183	57,780
8	57,410	57,440	57,980
9	58,160	58,160	58,180
10	58,505	58,905	58,910
11	60,530	60,530	60,530
12	62,910	62,910	62,910
13	66,140	66,140	66,140
14	71,160	71,160	71,160
15	80,505	80,505	80,505
16	87,555	87,555	87,555
16A	93,823	93,823	93,823
17	101,040	101,990	102,940

Steps	ED/Ph.D 2010-11	ED/Ph.D 2011-12	ED/Ph.D 2012-13
1	57,721	58,387	59,063
2	57,921	58,587	59,263
3	58,124	58,790	59,466
4	58,337	58,996	59,672
5	58,555	59,212	59,881
6	58,779	59,434	60,100
7	59,012	59,660	60,325
8	59,710	59,720	60,525
9	59,935	59,935	60,700
10	60,809	60,809	60,809
11	62,833	62,833	62,833
12	64,910	64,910	64,910
13	68,140	68,140	68,140
14	73,060	73,060	73,060
15	82,505	82,505	82,505
16	89,555	89,555	89,555
16A	95,785	95,785	95,785
17	102,965	103,915	104,865

Salary Guides 2010-2013

Steps	Aides 2010-11	Aides 2011-12	Aides 2012-13
0	12.34	12.74	13.15
1	13.99	14.39	14.80
2	13.99	14.39	14.80
3	13.99	14.39	14.80
4	13.99	14.39	14.80
5	15.64	16.04	16.45
6	15.64	16.04	16.45
7	15.64	16.04	16.45
8	15.64	16.04	16.45
9	15.64	16.04	16.45
10	15.64	16.04	16.45
11	16.29	16.69	17.10

Steps	Comp. Op 2010-11	Comp. Op 2011-12	Comp. Op 2012-13
0	39,330	40,510	41,133
1	39,530	40,710	41,333
2	39,740	40,920	41,543
3	40,155	41,335	41,958
4	40,390	41,570	42,193
5	40,620	41,800	42,423
6	41,920	43,100	43,723
7	45,520	46,700	47,323
8	57,495	58,645	59,795

Steps	Sec 2010-11	Sec 2011-12	Sec 2012-13
0	37,000	38,355	38,878
1	37,515	38,555	39,078
2	37,595	38,765	39,388
3	37,915	39,175	39,898
4	38,145	39,375	39,998
5	38,245	39,575	40,198
6	40,025	41,300	41,823
7	42,420	43,600	42,123
8	53,725	54,965	55,965

Salary Guides 2010-2013

Steps	Maint. 2010-11	Maint. 2011-12	Maint. 2012-13
0	54,820	56,000	56,623
1	55,020	56,200	56,823
2	55,220	56,400	57,023
3	55,420	56,600	57,223
4	55,620	56,800	57,423
5	57,720	58,900	59,523
6	60,120	61,300	61,923
7	62,520	63,700	64,323
8	66,654	67,854	69,054

Stipend Guides 2010-2013

Clark Extracurricular Positions
Schedule E
Arthur L. Johnson High School

Athletics

	2010 - 2013		2010 - 2013
Head Football	\$9,053	Assistant Football	\$6,435
Head Basketball	\$8,006	Assistant Basketball	\$5,445
Head Wrestling	\$8,006	Assistant Wrestling	\$5,458
Head Track	\$8,006	Assistant Track	\$4,935
Head Baseball	\$6,504	Assistant Baseball	\$4,403
Head Field Hockey	\$6,504	Assistant Field Hockey	\$4,403
Head Gymnastics	\$6,504	Assistant Gymnastics	\$4,403
Head Lacrosse	\$6,504	Assistant Lacrosse	\$4,403
Head Soccer	\$6,504	Assistant Soccer	\$4,403
Head Softball	\$6,504	Assistant Softball	\$4,403
Head Swimming	\$5,838	Assistant Swimming	\$3,138
Head Indoor Track	\$5,831	Assistant Indoor Track	\$4,935
Head Cross Country	\$5,838	Assistant Cross Country	\$3,138
Head Tennis	\$5,838	Assistant Tennis	\$3,138
Head Volleyball	\$5,838	Assistant Volleyball	\$3,138
Golf	\$4,370		
Cheerleading Fall	\$3,138	Cheerleading Winter	\$3,138
Head Ice Hockey	\$6,504	Assistant Ice Hockey	\$2,930
Weight Training/season	\$1,711		

Stipend Guides 2010-2013

ALJ Extra Curricular Positions – Other Than Athletics

	2010 - 2013		2010 - 2013
Drama Director-Fall Play	\$5,838	Drama Director (Musical) 4+ yr	\$5,838
Set Design-per show	\$1,500	Bookroom Supervisor	\$1,951
Band Director	\$6,509	Literary Magazine	\$1,276
Assistant Band Director	\$4,410	Fresh Class Advisor	\$632
Yearbook Advisor	\$5,838	Soph Class Advisor	\$776
Newspaper Advisor	\$4,600	Junior Class Advisor	\$1,192
Business Mgr.-Sch. Pub.	\$2,500	Senior Class Advisor	\$1,415
Debate Coach	\$2,919	Student Council	\$2,712
Forensics Advisor	\$2,919	Peer Leadership Advisor	\$662
DECA Advisor	\$3,308	Drug Awareness Advisor	\$662
Music Director (Musical) 1-3 yr	\$4,478	Key Club	\$2,100
Music Director (Musical) 4+ yr	\$5,838	National Honor Society	\$662
Drama Director (Musical) 1/3 yr	\$4,478	Science Club	\$662

Per Event and Cost Summary

Per Event	2010 - 2013	Per Event	2010 - 2013
Football Event Mgr.	\$166	Timer-Football	\$81
Basketball, Wrestling Event Mgr.	\$112	Timer-Basketball & Wrestling	\$69
Ticket Manager	\$128	Chaperone	\$64
Ticket Seller	\$81	Football Chain Crew/Event	\$53
Ticket Taker	\$69	PSAT Supervisors	\$152
Cameraman-Football	\$112	PSAT Proctors	\$101
Cameraman-Basketball & Wrestling	\$75	Early Morning Sat. 1/14 th salary per semester	
Announcer-Football	\$81		

Middle School

	2010 - 2013		2010 - 2013
Coach -- all sports 1-3 years	\$4,091	Set Designer	\$1,500
Coach -- all sports 4+ years	\$5,337	Drama Director 1-3 years	\$4,478
Cheerleading – Fall & Winter		Drama Director 4+ years	\$5,838
1-3 years	\$4,091	Science Club	\$662
4+ years	\$5,337	Builder's Club	\$662
Student Council 1-3 years	\$2,211	Art Club	\$662
Student Council 4+ years	\$2,766	National Junior Honor Society	\$662
Yearbook Advisor 1-3 years	\$2,211	Peer Leadership	\$662
Yearbook Advisor 4+ years	\$2,766	Math Club	\$662
Newspaper 1-3 years	\$2,350	Music Instructor (after school)	\$636
Newspaper 4+ years	\$2,900		

Stipend Guides 2010-2013

Elementary School

	2010 - 2013	Hourly	2010 - 2013
Student Council Advisor	\$1,150	Middle School Homework Club	\$32.45
Safety Patrol	\$900	Middle School Enrichment	\$32.45
Robotics	\$1,125	Elementary Enrichment	\$32.45

Curriculum Writing – Amounts paid to each person

	2010 - 2013
Full Year Course	
1 writer	\$1,000
2 writers	\$525
3 writers	\$375
Semester Course	
1 writer	\$650
2 writers	\$350
Marking Period Course	
1 writer	\$425
2 writers	\$275

Appendix A

**Office of the Superintendent
Clark Public School District
Clark, NJ 07066**

FORM FOR FILING GRIEVANCE

Name of Grievant(s): _____

Date of Filing _____ School _____

The specific Article and Section of the agreement which is being grieved

Description of the grievance

The relief sought

The grievance has been filed by:

Name _____ Title _____

Address _____

Signature _____

Witness _____